

FILED
LODGED

MAY 20 2025

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY
BY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

POINTSTORY, LLC, a Washington limited
liability company,

Plaintiff,

v.

PROTALUS USA, LLC, a Delaware limited
liability company,

Defendant.

Case No. 23-1691-MLP

AMENDED VERDICT FORM

We, the jury, being duly impaneled and sworn to try the issues in the case, find our
verdict as follows:

(The same 8 jurors must agree to all of the answers in the verdict form.)

SECTION A – PLAINTIFF’S CLAIMS

1. Breach of Contract

1.1. Did PointStory prove, by a preponderance of the evidence, that Protalus breached a valid
and enforceable contract?

☒ Yes ☐ No

If you answered “Yes,” proceed to Question 1.2. If “No,” proceed to Question 2.

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ORIGINAL

1.2. Did PointStory suffer damages as a result of Protalus's breach?

☒ Yes ☐ No

If you answered "Yes," proceed to Question 1.3. If "No," proceed to Question 2.

1.3. What are PointStory's damages resulting from Protalus's breach of contract, if any:

\$ 106,745.47

SECTION B – DEFENDANT'S AFFIRMATIVE DEFENSES

2. Breach of Contract

2.1. On PointStory's claim against Protalus for breach of contract, did Protalus prove, by a preponderance of the evidence, that PointStory materially breached the contract first?

☒ Yes ☐ No

If you answered "Yes," proceed to question 3. If "No," proceed to Question 2.2.

2.2. If no, did Protalus prove, by a preponderance of the evidence, that PointStory committed a non-material breach of the contract?

☐ Yes ☐ No

2.3. If yes, is Protalus entitled to recoupment?

2.4. If yes, state the amount of recoupment: \$ _____

SECTION C – DEFENDANT'S COUNTERCLAIMS

3. Violation of the Washington Consumer Protection Act

3.1. Did Protalus prove by a preponderance of the evidence that PointStory violated the Washington Consumer Protection Act?

☐ Yes ☒ No

If you answered "Yes," proceed to Question 3.2. If "No," proceed to Question 4.

3.2. Did Protalus suffer injury to business or property as a result of PointStory's violation of the Washington Consumer Protection Act?

_____ Yes _____ No

If you answered "Yes," proceed to Question 3.3. If "No," proceed to Question 4.

3.3. What is the amount of Protalus' damages proximately caused by PointStory's violation of the Washington Consumer Protection Act: \$ _____

4. Negligent Misrepresentation

4.1. Did Protalus prove by clear and convincing evidence that PointStory made negligent misrepresentations?

X Yes _____ No

If you answered "Yes," proceed to Question 4.2. If "No," proceed to Question 5.

4.2. Did Protalus suffer damages as a result of PointStory's negligent misrepresentations?

X Yes _____ No

If you answered "Yes," proceed to Question 4.3. If "No," proceed to Question 5.

4.3. Without duplicating any damages that you may have found in Question No. 3, what is the amount of Protalus' damages proximately caused by PointStory's negligent misrepresentations: \$ 69,125.00

5. Fraud

5.1. Did Protalus prove by clear and convincing evidence that PointStory committed fraud?

_____ Yes X No

If you answered "Yes," proceed to Question 5.2. If "No," proceed to Question 6.

5.2. Did Protalus suffer damages as a result of PointStory's fraud?

_____ Yes _____ No

If you answered "Yes," proceed to Question 5.3. If "No," proceed to Question 6.

5.3. Without duplicating any damages that you may have found in Question No. 3 or 4, what is the amount of Protalus' damages proximately caused by PointStory's fraud:

\$ _____

SECTION D – PLAINTIFF'S AFFIRMATIVE DEFENSES

6. Reasonable Steps

6.1. Did PointStory prove, by a preponderance of the evidence, that Protalus failed to take reasonable steps to reduce or avoid their damages?

 X Yes No

If you answered "Yes," proceed to Question 6.2. If "No," sign the verdict form and stop.

6.2. If yes, state the amount you find could have been avoided with reasonable efforts:

\$ 70,000.00

Dated this 20 day of May, 2025.

JURY FOREPERSON